

<p>DISTRICT COURT, COUNTY OF JEFFERSON, COLORADO</p> <p>100 Jefferson County Parkway Golden, Colorado 80401</p> <hr/> <p>STATE OF COLORADO, <i>ex rel.</i> John W. Suthers, Attorney General,</p> <p>Plaintiff,</p> <p>v.</p> <p>SHERRON L. LEWIS JR., an individual; AMERICA’S FORECLOSURE DEFENSE, LLC, a Colorado limited liability company; REAL FORECLOSURE SOLUTIONS, INC., a Colorado corporation; and LEWIS SILVER ROSSMAN & LEVINE, LLP, a limited liability partnership,</p> <p>Defendants.</p>	<p>EFILED Document CO Jefferson County District Court 1st JD Filing Date: Jul 26 2010 2:44PM MDT Filing ID: 32329088 Review Clerk: Elena Gomez</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>JOHN W. SUTHERS, Attorney General ANDREW P. McCALLIN, First Assistant Attorney General, Reg. No. 20909* ERIK R. NEUSCH, Assistant Attorney General, Reg. No. 33146* 1525 Sherman Street Denver, Colorado 80203 Phone: 303-866-5079 *Counsel of Record</p>	<p>Case No.:</p> <p>Courtroom:</p>
<p>COMPLAINT</p>	

Plaintiff, the State of Colorado, upon relation of John W. Suthers, Attorney General for the State of Colorado, by and through the undersigned counsel, states and alleges as follows:

INTRODUCTION

1. This matter is a civil law enforcement action by the State of Colorado, *ex rel.* John W. Suthers, under the Colorado Consumer Protection Act, §§ 6-1-101 – 6-1-1120, C.R.S. (2009), to enjoin and restrain Defendants Sherron L. Lewis Jr., individually, America’s Foreclosure Defense, LLC, Real Foreclosure Solutions Inc., and Lewis Silver Rossman & Levine, LLP, all jointly and severally, from engaging in deceptive trade practices, to obtain civil penalties and restitution, to disgorge unjust proceeds, and to recover attorney fees and costs.

PARTIES

2. John W. Suthers is the duly elected Attorney General for the State of Colorado and has express authority under § 6-1-103, C.R.S. (2009), to enforce and prosecute violations of the Colorado Consumer Protection Act.

3. Defendant Sherron L. Lewis Jr. (DOB 09/26/56) is an individual residing at 2551 York Street, Denver, Colorado 80205 and/or 1010 North Western Avenue, Park Ridge, Illinois 60068. Lewis is a foreclosure consultant and/or equity purchaser within the meaning of the Colorado Foreclosure Protection Act, §§ 6-1-1101 – 6-1-1120, C.R.S. (2009). At all times relevant to this action, Lewis formulated, directed, controlled, or participated in the alleged unlawful acts or practices of all defendants.

4. Defendant America's Foreclosure Defense, LLC, also known as "america's foreclosure defense, llc" is a limited liability company formed, upon information and belief, under Colorado law by Lewis on July 7, 2010. It has a principal street address of 2551 York Street, Denver, Colorado 80205, and Lewis serves as the company's registered agent.

5. Defendant Real Foreclosure Solutions Inc. is a corporation formed under Colorado law by Lewis on September 14, 2007 as a nonprofit corporation with a principal place of business at 2551 York Street, Denver, Colorado 80205. On August 19, 2009, Lewis converted it to a for-profit corporation. Lewis serves as the company's registered agent.

6. Defendant Lewis Silver Rossman & Levine, LLP is a limited liability partnership registered by Lewis with the Colorado Secretary of State on February 3, 2009. It has a principal place of business at 2551 York Street, Denver, Colorado 80205, and Lewis serves as the partnership's registered agent.

JURISDICTION AND VENUE

7. This Court has jurisdiction to enforce the Colorado Consumer Protection Act under section 6-1-103 and section 6-1-110, C.R.S. (2009).

8. Under section 6-1-103, C.R.S. (2009) of the Colorado Consumer Protection Act, venue is proper in Jefferson County because at least a portion of the transactions involving deceptive trade practices occurred in Jefferson County.

RELEVANT TIMES

9. The conduct that gives rise to the claims for relief contained in this Complaint began in or around 2005 and continues through the present.

10. Plaintiff timely files this action under section 6-1-115, C.R.S. (2009), because it

is commenced within three years after the date on which the false, misleading, or deceptive acts or practices occurred or the date on which the last in a series of such acts or practices occurred or within three years after the consumer discovered or in the exercise of reasonable diligence should have discovered the occurrence of the false, misleading, or deceptive acts or practices.

PUBLIC INTEREST

11. Through the unlawful practices of their business, vocation, or occupation, Defendants, including Lewis individually, deceived, misled, and financially injured Colorado homeowners by engaging in deceptive and misleading conduct, collecting upfront fees from homeowners in foreclosure, and acquiring an interest in their real property, by purporting to offer assistance with legal challenges to foreclosure.

12. Lewis has also engaged in the unlicensed practice of law by providing legal advice, preparing legal documents, and encouraging consumers to file frivolous legal challenges to foreclosure actions, resulting in the waste of judicial resources, unnecessary costs to parties, and judgments against consumers. Lewis has sued, or caused to be sued, among others, federal and state court judges, public trustees, lawyers, and public officials on frivolous grounds.

13. As a result of such conduct, several homeowners have paid upfront fees to Lewis for assistance with the foreclosure, transferred an interest in their property to Lewis, and have received no actual assistance. Instead, homeowners have suffered not only the loss of money to Lewis but have also suffered judgments in court against them for filing frivolous actions that Lewis directed and controlled.

14. Lewis has also prevented homeowners from using or transferring their property as a result of his acquiring unlawfully an interest in their property.

15. Lewis has also occupied or received financial benefits from properties to which he has no legal right, title or interest. For example, Lewis has rented a property at 1680 South Decatur Street, Denver, Colorado 80219, from at least April 15, 2009 to the present, though the house went to a foreclosure sale on March 8, 2008 and was purchased by the bank.

16. Lewis also targets vulnerable citizens, including disabled and elderly consumers, to commit deceptive practices in violation of the Colorado Consumer Protection Act.

17. In enacting the Colorado Foreclosure Protection Act, the Colorado General Assembly declared that violations of this act have a significant public impact. § 6-1-1102, C.R.S. (2009).

18. Accordingly, Plaintiff believe that these legal proceedings are in the public interest and necessary to safeguard citizens both in and outside Colorado from such unlawful business activities and conduct.

STATUTORY BACKGROUND

A. The Colorado Foreclosure Protection Act

19. The Colorado General Assembly enacted the Colorado Foreclosure Protection Act, effective May 30, 2006, to protect homeowners in foreclosure from various conduct by foreclosure consultants and equity purchasers.

20. As the legislative declaration for the Colorado Foreclosure Protection Act states: “Unfortunately, too many home owners in financial distress, especially the poor, elderly, and financially unsophisticated, are vulnerable to a variety of deceptive or unconscionable business practices designed to dispossess them or otherwise strip the equity from their homes.” § 6-1-1102, C.R.S. (2009).

21. The Colorado Foreclosure Protection Act was enacted to “prevent the most deceptive and unconscionable of these business practices, to provide each home owner with information necessary to make an informed and intelligent decision regarding transactions with certain foreclosure consultants and equity purchasers, to provide certain minimum requirements for contracts between such parties, including statutory right to cancel such contracts, and to ensure and foster fair dealing in the sale and purchase of homes in foreclosure.” § 6-1-1102, C.R.S. (2009).

22. Under the Colorado Foreclosure Protection Act, the term “foreclosure consultant” “means a person who does not, directly or through an associate, take or acquire any interest in or title to the residence in foreclosure and who, in the course of such person's business, vocation, or occupation, makes a solicitation, representation, or offer to a home owner to perform, in exchange for compensation from the home owner or from the proceeds of any loan or advance of funds, a service that the person represents will . . . [s]top or postpone a foreclosure sale.” § 6-1-1103(4)(a)(I), C.R.S. (2009).

23. Under the Colorado Foreclosure Protection Act, the term “equity purchaser” “means a person who, in the course of the person's business, vocation, or occupation, acquires title to a residence in foreclosure.” § 6-1-1103(2), C.R.S. (2009).

B. The Colorado Consumer Protection Act

24. The Colorado Consumer Protection Act prohibits deceptive trade practices as set forth in section 6-1-105, C.R.S. (2009).

25. As relevant here, the following activities constitute deceptive trade practices under the Colorado Consumer Protection Act:

- a. Knowingly making a false representation as to the source, sponsorship, approval or certification of services;

- b. Knowingly making a false representation as to the characteristics or benefits of a service;
- c. Advertising services with intent not to sell them as advertised;
- d. Failing to disclose material information concerning services which was known at the time of an advertisement or sale to induce consumers to enter into transactions;
- e. Failing to obtain governmental licenses or permits required to sell services as contracted for with a consumer; and
- f. Violating any provision of part 11 of this article [the Colorado Foreclosure Protection Act].

§ 6-1-105(1)(b), (e), (i), (u), (z), and (xx), C.R.S. (2009).

26. The Colorado Consumer Protection Act authorizes the Attorney General to obtain injunctive relief and restitution under § 6-1-110(1), C.R.S. (2009), civil penalties under § 6-1-112(1), C.R.S. (2009), and attorney fees and costs under § 6-1-113(4), C.R.S. (2009).

27. The relief sought in this Complaint is penal in nature and intended to enforce the interests of the State of Colorado in enforcing the Colorado Consumer Protection Act by punishing wrongdoing and protecting consumers from further harm.

GENERAL ALLEGATIONS

28. Since in around 2005 and through the present, Lewis and the other defendants have employed deceptive and misleading schemes targeting vulnerable homeowners in foreclosure by offering to stop the foreclosure process in courts. Though he is not licensed to practice law, Lewis has provided purported legal advice to homeowners by encouraging them to assert frivolous legal challenges to foreclosures in state and federal courts, using legal documents and arguments prepared by Lewis.

29. Lewis collects upfront fees and acquires an interest in real property from homeowners in foreclosure in violation of the Colorado Foreclosure Protection Act.

30. Lewis fails to use the contracts and disclosures that are required by the Colorado Foreclosure Protection Act in order to protect consumers.

31. Lewis acts through his Web site, www.illegalforeclosures.com, his companies, and, at all relevant times, individually.

32. Lewis claims in direct mail advertisements and other representations that he will

advocate for homeowners' rights to defeat the foreclosure process and eliminate the mortgage.

33. One of Lewis's pamphlets states: "COLORADO JUDGES, THE STATE ATTORNEY GENERAL AND THE DEPARTMENT OF JUSTICE ALL MUST BE HELD ACCOUNTABLE NOW!!!! Lenders foreclosing in the state of Colorado have been breaking the LAW and the courts have been looking the other way!!! LENDERS ARE FORECLOSING ON HOMES WITHOUT ANY LEGAL AUTHORITY."

34. An example of Lewis's direct mail solicitation delivered to homeowners at the direction of Lewis states, in relevant part, as follows:

National City Bank is ILLEGALLY foreclosing on your property. When your home loan was assigned from Continental Mortgage to National City Bank, they neglected to file the proper paperwork with Arapahoe County. National City Bank does not have a legal right to your property, even if you have been making payments to them! Do not let them steal your home from you, call us today to STOP this illegal collection We will help you get National City Bank's case thrown out of court Immediate action is necessary to have the best chance, so call us ASAP! Call now to set up a free consultation. For more information go to www.illegalforeclosures.com.

35. Another direct mail advertisement delivered to homeowners at the direction of Lewis states, in relevant part:

Your home is being ILLEGALLY foreclosed on by an unlawful Mortgage Company who is not playing by the rules. Your recorded Notice of Election and Demand proves this fact Due to the record number of foreclosures in the country, your mortgage company has skipped fundamental steps to speed up the foreclosure process and limit their legal expenses. How do they get away with it? These cases were simply never contested. "What you don't know, CAN hurt you!?"

We can help! Do not let your home be stolen. We will STOP this illegal collection and help you stay in your home. . . . We offer a legitimate service advocating your rights as a homeowner to provide you the option to stay in your home and potentially rid yourself of this mortgage completely.

36. Using such deceptive, false and misleading advertisements, Lewis solicits homeowners to purportedly assist with challenging the foreclosure with legal advice, legal pleadings, and legal arguments all prepared, directed and controlled by Lewis.

37. Lewis directs and causes homeowners to file, or he files himself, lawsuits challenging the foreclosure process on frivolous legal grounds. Courts have found these actions to be frivolous, groundless and vexatious—and assessed fees and costs against Lewis and his victims. Upon information and belief, Lewis has not prevailed on any of his supposed legal theories he presents to the public as protection against foreclosures.

38. Lewis has also grossly misused and abused the judicial system by filing *pro se* numerous spurious and vexatious lawsuits against, among others, state and federal judges, public officials, public trustees, lawyers, lenders, and against at least one of his consumer victims.

39. Lewis has attacked the judiciary by stating on his Web site, for example, “This is precisely why it is so important to submit details of your experience to help us identify the lenders perpetrating the most egregious abuses and even more critical, the various courtrooms that have perpetuated such activity by failing to act, such as the conduct of Magistrate Elizabeth Leith and Magistrate Diana Johnson-Dupree [sic] of Denver District Court.” (Available at, www.illegalforeclosures.com, last visited July 9, 2010).

40. Moreover, Lewis states, “This deliberate pattern of ‘property theft’ by the lenders and members of the legal community will continue so long as it can be kept a ‘secret’ and in the courtroom. But together, we can expose this outrageous and illegal behavior and affect [sic] a change!!” (Available at, www.illegalforeclosures.com, last visited July 9, 2010).

41. Lewis also states on his Web site:

THIS IS THE ONLY WEBSITE CREATED AND DESIGNED TO GENUINELY HELP YOU, THE HOMEOWNER, FIGHT FORECLOSURE AND KEEP YOUR HOME. WE ARE NOT A REAL ESTATE INVESTMENT COMPANY NOR ARE WE ASSOCIATED WITH ANY. OUR HOPE IS THAT THIS SITE WILL HELP YOU JOIN THE FIGHT OF MANY, MANY OTHERS WHO HAVE BEEN VICTIMIZED BY THE INSENSITIVE, AGGRESSIVE AND UNLAWFUL TACTICS OF MEMBERS OF THE LENDING COMMUNITY, THEIR ATTORNEYS AND SHAMEFULLY, MEMEBERS [sic] OF THE JUDICIARY, ALL IN THE NAME OF DENYING YOU YOUR LAWFUL AND STATUTORY PROTECTIONS OF HOMEOWNERSHIP AND DUE PROCESS OF LAW!!!

(Available at, www.illegalforecloures.com, last visited July 9, 2010).

42. Lewis has also induced homeowners through misleading and deceptive practices to enter into a “co-partnership agreement” requiring that the homeowner transfer an interest in the real property to Lewis through a warranty deed.

43. Through misleading and deceptive practices, Lewis has induced homeowners to pay him upfront and monthly fees to assist with preparing and filing legal challenges to foreclosures.

44. Lewis uses legal challenges to foreclosure to delay the foreclosure process in order to continue to collect additional fees from the homeowner and/or rental income from properties that he unlawfully acquires.

45. For example, beginning late 2008, Lewis targeted a quadriplegic man in Jefferson County and induced him to pay Lewis several thousand dollars to prepare multiple lawsuits challenging foreclosures. The courts dismissed the lawsuits and a court awarded fees and costs against the homeowner as a result of the legal pleadings and arguments asserted by Lewis.

46. In April 2010, in exchange for upfront fees, Lewis drafted for a consumer a federal lawsuit against a lender, alleging violations of civil rights statutes, constitutional protections, and claims under the federal Racketeer Influenced and Corrupt Organizations Act. Lewis did not disclose to this consumer that similar lawsuits he has prepared and filed himself or caused others to file have been dismissed and resulted in judgments for attorney fees and costs.

47. In March 2009, Lewis targeted from Colorado an elderly victim in Illinois concerning her property. Lewis contacted this victim by telephone to induce her to transfer her home by warranty deed to him so that he could purportedly assist her with a possible foreclosure. He represented that the warranty deed is necessary “as he may need to appear in court personally in the event counsel is not obtained beforehand.”

48. The victim, however, refused to transfer the property to Lewis and declined his assistance. Nevertheless, Lewis immediately occupied the property without her consent and has prevented her from gaining entry to her home, though he has no legal right, title or interest to the property. The victim received no rent or benefit as a result of Lewis’s wrongful occupation of the home for more than one year. Moreover, Lewis has prevented the victim from completing an alternative to the foreclosure, including a short sale, because he refuses anyone access to the property and has now claimed the property as part of a recent bankruptcy petition.

49. When the victim demanded possession of her home, Lewis filed a lawsuit against her in Illinois state court on or about July 13, 2009, alleging that she failed to transfer her home to him on account of racial discrimination.

50. On or about March 23, 2010, Lewis also filed a federal civil rights case against Park Ridge, Illinois and its officials for temporarily shutting off water to the home that he is unlawfully occupying after he failed to pay the water bill for a year. Lewis’s claim is based on his belief that the water was shut off not because no one paid the bill but because of his race.

51. These recent lawsuits in Illinois are akin to numerous frivolous legal actions filed

by Lewis throughout Colorado federal and state courts as well as those he has caused to be filed in his victims' names.

FIRST CLAIM FOR RELIEF

(Knowingly Making a False Representation As to the Source, Sponsorship, Approval or Certification of Services in Violation of § 6-1-105(1)(b), C.R.S. (2009))
(All Defendants)

52. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 51 of this Complaint.

53. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have violated the Colorado Consumer Protection Act, § 6-1-105(1)(b), C.R.S. 2009, by falsely representing that they possess particular legal knowledge, expertise and skill to challenge foreclosures in state and federal courts that could stop the foreclosure or eliminate the mortgage itself.

54. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

SECOND CLAIM FOR RELIEF

(Knowingly Making a False Representation As to the Characteristics, Uses, or Benefits of Services in Violation of § 6-1-105(1)(e), C.R.S. (2009))
(All Defendants)

55. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 54 of this Complaint.

56. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have violated the Colorado Consumer Protection Act, § 6-1-105(1)(e), C.R.S. 2009, by falsely representing that they can successfully challenge foreclosures in state and federal courts that could stop the foreclosure or eliminate the mortgage itself and by falsely representing that the homeowner must transfer an interest in the real property to achieve this result.

57. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

THIRD CLAIM FOR RELIEF

(Advertises Services with Intent Not to Sell Them As Advertised in Violation of § 6-1-105(1)(i),
C.R.S. (2009))
(All Defendants)

58. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 57 of this Complaint.

59. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have violated the Colorado Consumer Protection Act, § 6-1-105(1)(i), C.R.S. 2009, by advertising that they could assist homeowners with successful legal challenges to foreclosures, including stopping the foreclosure or eliminating the mortgage itself, when Defendants knew they could not provide such results.

60. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

FOURTH CLAIM FOR RELIEF

(Failing to Disclose Material Information Concerning Services Which Information Was Known at the Time of an Advertisement or Sale and Intended to Induce The Consumer into a Transaction in Violation of § 6-1-105(1)(u), C.R.S. (2009))
(All Defendants)

61. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 60 of this Complaint.

62. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have violated the Colorado Consumer Protection Act, § 6-1-105(1)(u), C.R.S. 2009, by, in an effort to induce homeowners to provide upfront fees and an interest in real property, failing to disclose to homeowners material information known at the time of advertisement or sale, including that Lewis has no license to practice law and no formal legal training; that his legal theories challenging foreclosure have been rejected by several courts and resulted in judgments against him or his victims; and that no homeowner could actually stop the foreclosure or eliminate the mortgage itself by paying Lewis for his purported legal assistance.

63. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

FIFTH CLAIM FOR RELIEF

(Failure to Obtain All Governmental Licenses or Permits Required to Sell Services in Violation of § 6-1-105(1)(z), C.R.S. (2009))
(Defendant Sherron L. Lewis Jr.)

64. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 63 of this Complaint.

65. Through the above-described conduct in the course of their business, occupation or vocation, Lewis has violated the Colorado Consumer Protection Act, § 6-1-105(1)(z), C.R.S. 2009, by providing legal advice and preparing legal documents to be filed by consumers without a license to practice law.

66. By means of the above-described unlawful deceptive trade practices, Lewis has deceived, misled, and unlawfully acquired money and interest in real property from consumers.

SIXTH CLAIM FOR RELIEF

(Violates Subpart 2 of the Colorado Foreclosure Protection Act in Violation of § 6-1-105(1)(xx), C.R.S. (2009))
(All Defendants)

67. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 66 of this Complaint.

68. During certain transactions, Defendants, including Lewis individually, were foreclosure consultants within the meaning of the Colorado Foreclosure Protection Act.

69. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have failed to comply with any of the requirements set forth by the Colorado Foreclosure Protection Act for foreclosure consultants under §§ 6-1-1104 – 6-1-1110, C.R.S. (2009), including the use of a foreclosure consulting contract under section 6-1-1104, the prohibition against collecting an upfront fee under section 6-1-1107(1)(a) and acquiring an interest in real property of the homeowner in foreclosure under section 6-1-1107(1)(c).

70. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

SEVENTH CLAIM FOR RELIEF

(Violates Subpart 3 of the Colorado Foreclosure Protection Act in Violation of § 6-1-105(1)(xx),
C.R.S. (2009))
(All Defendants)

71. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 70 of this Complaint.

72. During certain transactions, Defendants, including Lewis individually, were equity purchasers within the meaning of the Colorado Foreclosure Protection Act.

73. Through the above-described conduct in the course of their business, occupation or vocation, Defendants, including Lewis individually, have failed to comply with any of the requirements set forth by the Colorado Foreclosure Protection Act for equity purchasers under §§ 6-1-1111 – 6-1-1120, C.R.S. (2009), including the required contract under section 6-1-1112, the right and notice of cancellation under sections 6-1-1113 and 6-1-1114,.

74. By means of the above-described unlawful deceptive trade practices, Defendants, including Lewis individually, have deceived, misled, and unlawfully acquired money and interest in real property from consumers.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that Defendant Sherron L. Lewis Jr., individually, Defendant America's Foreclosure Defense, LLC, Defendant Real Foreclosure Solutions Inc., and Defendant Lewis Silver Rossman & Levine, LLP be permanently restrained and enjoined from doing any of the wrongful acts referenced in this Complaint or any other act in violation of the Colorado Consumer Protection Act relating to real estate transactions, foreclosure consulting services, and equity purchases.

In addition, Plaintiff prays for judgment against the Defendants, including against Lewis individually, for the following relief:

- A. An order that Defendants' conduct violates the Colorado Consumer Protection Act, sections 6-1-105(1)(b), 6-1-105(1)(e), 6-1-105(1)(i), 6-1-105(1)(u), 6-1-105(1)(z), and 6-1-105(1)(xx);
- B. A judgment pursuant to § 6-1-110(1), C.R.S. (2009) against Defendants, including against Lewis individually, for restitution to consumers injured as a result of the violations of the Colorado Consumer Protection Act;
- C. An order pursuant to § 6-1-110(1), C.R.S. (2009) requiring Defendants, including against Lewis individually, to disgorge all unjust proceeds derived from unlawful

conduct;

- D. An order pursuant to § 6-1-110(1), C.R.S. (2009) for a permanent injunction or other orders or judgments relating to any misleading and deceptive trade practice;
- E. An order pursuant to § 6-1-112(1), C.R.S. (2009) for civil penalties against Defendants, including against Lewis individually, payable to the general fund of this state of not more than two thousand dollars for each such violation of any provision of the Colorado Consumer Protection Act with respect to each consumer or transaction involved not to exceed one hundred thousand dollars for any related series of violations;
- F. An order pursuant to § 6-1-112(3), C.R.S. (2009) for civil penalties against Defendants, including against Lewis individually, payable to the general fund of this state of not more than ten thousand dollars for violations of any provision of the Colorado Consumer Protection Act with respect to each elderly person;
- G. An order pursuant to § 6-1-113(4), C.R.S. (2009) requiring Defendants, including against Lewis individually, to pay the costs and attorney fees incurred by the Attorney General; and
- H. Any such further relief as this Court may deem just and proper to effectuate the purposes of the Colorado Consumer Protection Act.

Respectfully submitted this 26th day of July, 2010.

JOHN W. SUTHERS
Attorney General

/s/

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Pursuant to C.R.C.P. 121, § 1-26(7), the original of this document with original signatures is maintained at the offices of the Colorado Attorney General, 1525 Sherman Street, Denver, Colorado 80203, and will be made available for inspection upon request.